

SDMS US EPA REGION V -1

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November 11, 1998

**VIA FACSIMILE (LETTER ONLY)
AND REGULAR MAIL**

Karen E. Torrent, Esq.
United States Department of Justice
Environmental and Natural Resources Division
Environmental Enforcement Section
Post Office Box 7611
Washington, DC 20044-7611

Re: Sauget Area 1, Site G, St. Clair County, Illinois

Dear Ms. Torrent:

This office represents Cerro Copper Products Co. ("Cerro") in the above referenced matter. The United States Environmental Agency ("USEPA") has asserted that Cerro is a potentially responsible party ("PRP") for Site G, a five acre parcel located south of new Queeny Avenue between Dead Creek and Route 3 in Sauget, Illinois, by virtue of Cerro's fee title ownership of a small, $\frac{3}{4}$ acre portion of the five acre Site. For the reasons set forth below, we submit that Cerro is not a PRP for Site G because it is entitled to the innocent landowner defense set forth at Sections 101(35) and 107(b)(3) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601(35) and 9607(b)(3). Alternatively, and at the very least, Cerro is a *de minimis* landowner pursuant to Section 122(g) of CERCLA, 42 U.S.C. Section 9622(g) and eligible for a settlement on that basis.

FACTS¹

On July 26, 1948 the Lewin-Mathes Company (a Cerro predecessor) contributed property to the Village of Sauget (at that time the Village of Monsanto) for consideration of \$1.00. The property was conveyed for public purposes only, namely, to build new Queeny Avenue. The construction of new Queeny Avenue did not require use of the entire property conveyed by Lewin Matthes. Thus, on February 7, 1969, the Village of Sauget re-conveyed to Cerro for \$100 title to a $\frac{3}{4}$ acre parcel located adjacent to and immediately south of new Queeny Avenue. Cerro has held title to

¹ Unless otherwise indicated, the facts set forth herein are based on Cerro's Section 104(e) Response dated June 24, 1987 and enclosed herewith as Exhibit A (hereinafter "Cerro 104(e) Response").



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this parcel continuously since that time. Cerro's fee title ownership of this parcel, which was ultimately included in the description of Site G, is the sole basis for the EPA's assertion of liability against Cerro.

The $\frac{3}{4}$ acre parcel is and always has been undeveloped land. When the Village of Sauget owned the land, a portion of it may have been used as a borrow pit for road construction and later filled and re-graded. Cerro is aware of no information to suggest that the Village used anything other than clean fill on Cerro's $\frac{3}{4}$ acre. The $\frac{3}{4}$ acre parcel is physically separated from Cerro's plant by new Queeny Avenue. Cerro has never conducted any commercial or industrial activity on the parcel, never permitted others to conduct such activity and never purchased, received, processed, stored, treated or otherwise handled hazardous substances on the parcel. Similarly, Cerro has never disposed of hazardous substances on the parcel or permitted others to do so.

Cerro has consistently cooperated with both the USEPA and the Illinois Environmental Protection Agency ("IEPA") in their efforts with respect to Site G. In 1987, Cerro granted IEPA access to the property to investigate potential soil and groundwater contamination and permitted the IEPA to install two groundwater monitoring wells on the $\frac{3}{4}$ acre parcel. Also in 1987, pursuant to Section 104 of CERCLA and Section 3007 of the Resource Conservation and Recovery Act ("RCRA"), the USEPA requested that Cerro furnish information describing the company's involvement with Site G. Cerro complied. Cerro contributed to the cost of a fence that was erected around all of Site G in 1987. In 1995, Cerro gave the USEPA access to its portion of Site G to allow the agency to conduct a removal action. In 1994, Cerro responded fully and candidly to a second USEPA request for information. Most recently, Cerro signed a Tolling Agreement with USEPA to facilitate negotiations regarding the USEPA's cost recovery claim for Site G removal action costs.

ARGUMENT

I. CERRO IS ENTITLED TO THE INNOCENT LANDOWNER DEFENSE

CERCLA imposes liability on a property owner for the government's costs of responding to releases or threatened releases of hazardous substances on or from the property. 42 U.S.C. § 9607(a). However, a property owner will not be liable if it: (1) acquired the property after the disposal of hazardous substances occurred; (2) did not know or have reason to know that hazardous substances were disposed on the property; (3) exercised due care respecting the hazardous substances, and (4) took precautions against the foreseeable actions or omissions of third parties that would aggravate the conditions on the property. 42 U.S.C. Sections 9601(35) and 9607(b)(3)(b). In this case, each of these factors point to Cerro's entitlement to the innocent landowner defense.



First, Cerro acquired the $\frac{3}{4}$ acre parcel after any alleged disposal of hazardous substances would have occurred on it.² Since 1969, when Cerro purchased the property from the Village, Cerro never used it or permitted others to use it for any commercial, industrial or disposal activity. The USEPA has identified Monsanto Corporation and Mobil Oil Corporation as the two alleged generators of hazardous substances at Site G. Cerro never permitted these companies to dispose of materials on its property.

Second, Cerro did not know or have reason to know of the disposal of hazardous substances before it acquired the property in 1969. A landowner establishes that it had no reason to know of the disposal of hazardous substances upon its property if it undertook an "appropriate inquiry" into the previous ownership and uses of the property. 42 U.S.C. §9601(35)(B). This inquiry must be "consistent with good commercial and customary practice," which depends, in part, on the specialized knowledge or experience of the landowner, the relationship of the purchase price to the value of the property if uncontaminated, commonly known or reasonably ascertainable information about the property, the obviousness of the presence of contamination at the property, and the ability to detect such contamination by appropriate inspection. Id.

In 1948, Cerro's predecessor contributed a large piece of undeveloped property to the Village for the construction of new Queeny Avenue. The $\frac{3}{4}$ acre parcel that Cerro purchased from the Village in 1969 was leftover after the roadway was completed. Because Cerro's predecessor transferred the property to the city originally, and the city owned it continuously until the parcel was transferred back to Cerro in 1969, all "appropriate inquiry" into the previous owners and uses of the property was complete because all previous owners and uses were known.

Given the time period of the transaction and the nature of the prior ownership of the property "good commercial and customary practice" would not have dictated any investigation into the potential for hazardous substance disposal on the property. In 1969, the kind of contamination that is at issue on Site G was not even an issue for the regulators, much less private industry. RCRA was seven years and CERCLA was eleven years from enactment. Neither the USEPA nor the IEPA were even in existence. The concept of "hazardous substances" had in no way been defined. Indeed, the disposal method of choice for most wastes was burial. In this context, the idea of environmental due diligence, especially for the reacquisition from a public entity of property that one had previously owned, was unheard of.

² After over ten years of investigation and a comprehensive USEPA removal action, Cerro has seen no evidence that hazardous substances were actually disposed of on the $\frac{3}{4}$ acre parcel to which Cerro holds title. If, in fact, no such disposal occurred on this parcel, then Cerro has no liability under Section 107 of CERCLA, irrespective of the innocent landowner defense. The arguments that follow assume, however, that such disposal occurred.



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Additionally, Cerro had no reason to suspect that the purchase price signaled a defect in the property. Cerro paid \$100.00 for a small portion of a parcel of land the entirety of which it had conveyed to the Village for \$1.00. Cerro knew that part of Site G, perhaps even a portion of its $\frac{3}{4}$ acre parcel, was used as a borrow pit and re-graded with fill, but in 1969, this was a common means of reclaiming land and in no way suggested the presence of contamination. Finally, contamination of the $\frac{3}{4}$ acre parcel was never obvious. Indeed, after twelve years of study neither the USEPA nor the IEPA has established conclusively that the $\frac{3}{4}$ acre parcel was contaminated. Cerro can not be charged with knowing in 1969 that which is not even obvious today after years of aggressive scientific investigation.

Third, to the extent that the $\frac{3}{4}$ acre parcel might be contaminated, Cerro has exercised due care regarding the alleged contamination. Cerro has cooperated with state and federal authorities. It has granted access to IEPA to conduct an investigation and to USEPA to conduct a removal action. It has permitted the IEPA to install two monitoring wells on the parcel. It has contributed to the cost of fencing the Site. Recently, Cerro entered into a tolling agreement with the USEPA to facilitate negotiations regarding the USEPA's cost recovery claims for Site G. Moreover, Cerro has in no way contributed to or exacerbated any contamination that might exist on its $\frac{3}{4}$ acre parcel. Cerro has neither altered any part of the parcel nor conducted or permitted activities that would cause any contamination that might be there to migrate.

Finally, by cooperating with authorities and participating in the fencing of the Site, Cerro has taken precautions against the foreseeable actions or omissions of third parties that could aggravate conditions on the property.

A recent line of cases from the Seventh Circuit further supports Cerro's entitlement to the innocent landowner defense. In each of these cases, the Court was faced with the question of whether a landowner that incurs response costs remediating its own property may bring a cost recovery action under Section 107 of CERCLA or whether the landowner is limited to a contribution action under Section 113 of CERCLA. In each case, the court ruled that if the landowner is itself a liable party, then it is limited to a contribution action under Section 113. If, on the other hand, the landowner is an "innocent landowner" then it may bring a cost recovery action under Section 107. In reaching these results, the court in each case, described an "innocent landowner" as one on whose property others dump hazardous materials before the landowner owned the property. See generally, Akzo Coatings Inc. v. Aigner Corp., 30 F.3rd 761, 764 (7th Cir. 1994); Rumpke of Indiana Inc. v. Cummins Engine Company, Inc., 107 F.3rd 1235, 1241-1242 (7th Cir. 1997); Estes Industrial Center v. Scotsman Group Inc., 1998 U.S. Dist. LEXIS 14566 (C.D. Ill. 1998).



Cerro falls squarely within this definition of an innocent landowner. Any dumping that occurred on the $\frac{3}{4}$ acre portion of Site G for which Cerro holds title occurred prior to the time that Cerro re-acquired the property from the Village. There is no indication that Cerro knew or had reason to know of any such dumping when it re-acquired the property. Cerro is, thus, entitled to the innocent landowner defense for the $\frac{3}{4}$ acre portion of Site G that it owns.

II. CERRO IS ELIGIBLE FOR A *DE MINIMIS* SETTLEMENT FOR SITE G

Even if the United States questions Cerro's entitlement to the innocent landowner defense, there can be no question that Cerro is eligible for a *de minimis* landowner settlement pursuant to Section 122(g) of CERCLA, 42 U.S.C. Section 9622(g).

Section 122(g) permits the United States to settle when it is practicable, in the public interest, and the circumstances involve a minor portion of the response costs at a facility. The owner of contaminated property may qualify for a *de minimis* settlement if (1) it did not conduct, permit, or contribute to the contamination on the property; (2) did not know the property was contaminated when purchased; and (3) has exercised due care since the purchase. 42 U.S.C. § 9622(g)(1)(B).

These elements mirror the requirements of the USEPA's guidance document on the issue. See Guidance on Landowner Liability under Section 107(a)(1) of CERCLA (June 6, 1989). According to this policy, a *de minimis* settlement depends on the landowner's actual or constructive notice that hazardous substances were on the property at the time of purchase, the affirmative steps taken by the landowner to determine the previous ownership or uses of the property, the condition of the property at the time of purchase, the purchase price and fair market value of the property if uncontaminated, any specialized knowledge relevant to the landowner's inquiries and information regarding the exercise of due care.

As indicated above, each of these elements weighs in favor of Cerro's entitlement to a *de minimis* landowner settlement. Cerro had no actual or constructive notice that hazardous substances were on the property at the time it re-acquired it from the Village. Nothing in the condition of the property or the purchase price would suggest the presence of any contamination, and Cerro has exercised due care since it re-acquired its ownership interest in the property.

Arguably, Cerro would be eligible for a *de minimis* settlement even if it owned all of Site G. That it owns only a $\frac{3}{4}$ acre portion of this five acre Site conclusively establishes the appropriateness of a *de minimis* settlement.



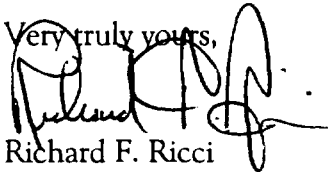
Karen E. Torrent, Esq.
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CONCLUSION

For the reasons set forth herein, Cerro submits that it has a complete defense to liability for conditions at Site G. Nevertheless, Cerro is willing to engage in negotiations with the United States for a *de minimis* settlement of the United States' claims against Cerro relating to Site G. We will look forward to your response.

Very truly yours,



Richard F. Ricci

RFR:jcg

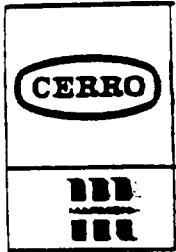
Enclosure(s)

cc (w/enc): Thomas J. Martin, Esq.

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CERRO COPPER PRODUCTS CO.

A member of The Marmion Group of companies

June 24, 1987

EXPRESS MAIL
Certified RRR

Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
Waste Management Division
CERCLA Enforcement Section
230 South Dearborn Street
Chicago, IL 60604

RE: Dead Creek - Area G, Sauget Site, Sauget, Illinois

Dear Ms. Swales:

This letter is the response of Cerro Copper Products Co. (Cerro) to your information request dated May 19 and received May 26, 1987 in the above matter. Before answering the specific questions, Cerro provides the following preliminary statement:

I. SARA §122(e) SETTLEMENT PROCEDURES

We note that in paragraph 2 on page 1 of your information request, you indicate that you are notifying Cerro of potential liability pursuant to SARA §122(e). The settlement provisions of §122(e) are applicable whenever the president "determines that a period of negotiation...would facilitate an agreement with potentially responsible parties for taking response action."

Cerro agrees with EPA that negotiation is appropriate for the above Site and we welcome the opportunity to discuss this Site with EPA. To further those negotiations, Cerro is hereby requesting the information to which it

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is entitled under SARA §122(e), including the names and addresses of other potentially responsible parties, the nature of the substances and volumes of such substances from each potentially responsible party to the Site and a ranking by volume of potentially responsible parties. We also need to obtain complete and accurate copies of all sampling and analysis from the area G site. To our knowledge the only data currently in the possession of U.S. EPA is that provided by IEPA based upon sampling and analysis performed by its contractor, Ecology & Environment. It is our understanding that the scope of work being performed by Ecology & Environment for IEPA is not intended to obtain representative results, but is directed toward obtaining "hot spot" data. Accordingly, we are not in a position to vouch for either the accuracy or the representative nature of the data. After receiving this information, Cerro will use the 120-day moratorium on remedial action contained in SARA §122(e) to evaluate the data and discuss the appropriate response to conditions at the Site with EPA.

II. AREA G

A. Cerro Does Not Own "Area G"

As we understand it, Area G comprises approximately 4 or more acres of land to the south of New Queeny Avenue between Dead Creek and Route 3 in Sauget. Cerro owns less than 20% of Area G. The land it owns consists of a triangular lot of approximately 3/4 acres that Cerro has owned since February 1969. The lot is undeveloped land. During its ownership, Cerro

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has never conducted any commercial or industrial activities on the parcel and never permitted others to conduct any activity on the parcel. To the extent Cerro may be deemed an owner of "Area G" at all, its ownership is limited to the 3/4 acre triangular parcel.

Cerro knows of no disposal of hazardous substances on the 3/4 acre parcel during its ownership and, therefore, submits that it acquired the property after such disposal took place. In 1969 when Cerro acquired the property from the Village of Sauget, it did not know and it had no reason to know that hazardous substances were disposed of on the property. In 1969, Cerro knew that the property had been used as a borrow pit and then filled and re-graded with what Cerro believed was clean fill.

Cerro submits that these circumstances should relieve it from liability as owner of the 3/4 acre parcel that is part of "Area G". The facts concerning the ownership of the 3/4 acre parcel are elaborated upon in the answers given below to EPA's specific questions.

B. Cerro is Not a Generator or Transporter to "Area G"

Other than its ownership of the 3/4 acre parcel as described above, Cerro has absolutely no connection with Area G. Cerro never generated any hazardous substances, transported such substances, stored, disposed of or arranged for the disposal of such substances at either the 3/4 acre parcel that Cerro owns or the remainder of Area G.

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III. LIMITATION TO RESPONSES

Cerro understands from page 6 of your information request that the information sought relates only to the operation of Area G and to the transportation, storage, and/or disposal of hazardous substances or the generation of hazardous substances which were ultimately disposed of or offered for disposal at the Dead Creek/Area G Sauget Site. Cerro's responses conform to this limitation.

IV. SPECIFIC RESPONSES

1. We know of no person who may have arranged for disposal or treatment, or arranged for transportation for disposal or treatment of waste materials, including hazardous substance, at the Site or to the Site. See Preliminary Statement.
2. Early in the year 1948 a parcel of property was acquired by the Lewin-Mathes Company. On July 26, 1948 Lewin Mathes Company transferred to the Village of Monsanto a portion of that property including a triangular segment about 3/4 of an acre, at the southeast corner which is included in Area G. Lewin-Mathes Company was subsequently acquired by Cerro de Pasco Corporation, which in turn was later merged into the Marmon Group of companies, which is now the sole owner of Cerro Copper Products Co.

On February 7, 1969 the 3/4 acre triangular parcel was purchased by Cerro from the Village of Sauget (formerly Village of Monsanto):

- (a) Attached hereto are copies of the following which are all of the documents that are currently in Cerro's possession regarding the

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ownership of Dead Creek - Area G, Sauget Site:

Exhibit A - Warranty Deed by Lewin-Mathes Co., dated July 26, 1948,
granting the 3/4 acre property to the Village of
Monsanto, Illinois.

Exhibit B - Village ordinance describing "Tract 2" available for public
sale.

Exhibit C - Survey dated March 8, 1970.

Exhibit D - Quit Claim Deed dated February 7, 1969.

(b) Throughout the time when Cerro or related companies owned the Site, they never arranged for any use of the Site by any other party or parties. Cerro itself never used the Site. See Preliminary Statement.

3. The following information about the Site that is currently in Cerro's possession is provided:

- (a) Appended hereto, Exhibit E, is a legal description of the property.
- (b) There are no underground utilities on the property.
- (c) There are no surface structures on the property.
- (d) There are 2 monitoring wells on the property which were installed by the Illinois Environmental Protection Agency on January 26, 1987.
- (e) There are no storm water drainage systems, sanitary sewer system, past or present, including septic tanks, subsurface disposal fields and other ground structures on this property, nor, to our knowledge have there been any in the past.

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(f) There have been no additions, demolitions or changes of any kind on or under or about the Site during Cerro's ownership; and there are no planned additions, demolitions or other changes to the site. When the 3/4 acre parcel was owned by the Village of Sauget it was excavated and used as a borrow pit and then brought back to natural grade by the addition of fill. See Preliminary Statement.

(g) Appended hereto, Exhibit F is a representative drawing of the Site that is in our possession. Cerro may have numerous drawings and maps of it's plant site that may include the 3/4 acre parcel that Cerro owns or other portions of Area G within the area they depict. Cerro will provide access to any such maps on request.

4. Throughout Cerro's ownership of the 3/4 acre parcel there have been no activities or business at the Site with respect to purchasing, receiving, processing, storing, treating, disposing or otherwise handling hazardous substances or materials at the Site. See Preliminary Statement.

5. Appended hereto, Exhibit G, is a copy of a laboratory report concerning the analysis of a groundwater sample drawn from one of the two monitoring wells described in 3-d, above. The sample was drawn by the Illinois EPA on March 24, 1987 and was provided to us in accordance with an Access Agreement that exists between Cerro and IEPA. Also appended, Exhibit H, are analyses of soil samples taken by IEPA on January 26 and 27, 1987 and provide

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to us as above.

6. Additional investigations of the soil and/or water quality on or about the Site may be performed in the future by Cerro's consultants, contingent on information that we expect to receive from IEPA pursuant to the Access Agreement. As indicated above, Cerro intends to cooperate with EPA in accordance with the SARA §122(e) provisions and may conduct investigations as part of that cooperation.
7. Cerro knows of no person or persons having knowledge or information about the generation, transportation, treatment, disposal or other handling of hazardous substances or chemicals on or about the Site.
8. Cerro has never used, purchased, generated, treated, disposed, transported or otherwise handled any hazardous substances or materials at the Site or that were transported to or ultimately disposed of at the Site.
9. Cerro has never used, purchased, generated, treated, disposed, transported or otherwise handled waste materials or substances such as PCB's, PCP, PAH's, chlorobenzenes, xylenes, 4-4 DDE, chlorinated solvents or ketones at the Site or that were transported to or ultimately disposed of at the Site.
10. There are no occasions known to Cerro when waste material was released on to the top soil of this Site. Based on discussions with EPA and IEPA, Cerro believes those Agencies have data that suggest waste material was released into or on the top soil at the Site. Cerro has no information as to when such releases may have occurred, how they may have

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occurred, what amount of materials or substances were so released, nor what individual or individuals may have been responsible for such release. Cerro understands that E & E, on behalf of IEPA, has conducted an investigation of the Site. Groundwater and soil samples relating to Area G that Cerro split with IEPA and had analyzed separately are attached as Exhibit G & H. To date, the only action known to Cerro taken in response to the releases is the construction of a fence around Area G.

11. No soil has ever been removed during Cerro's ownership of the 3/4 acre parcel. While the parcel was owned by the Village of Sauget between 1948 and 1969, it was used as a borrow pit and soil was excavated. Cerro has no other information concerning soil excavation at the Site or concerning the amount of excavation or by whom.

If you require clarification of the above responses or further information concerning the Site, Cerro will gladly supplement these responses. Although it does not believe that it is liable for conditions at the Site, Cerro remains willing to cooperate with EPA concerning the Site. Cerro has already shown its concern for the environment by funding, with Monsanto Co. and others, the cost of fencing Area G in response to EPA's decision that the Area must be fenced. Cerro's willingness to cooperate and its agreement to fund in part the cost of fencing of Area G are not to be taken as any admission of any fact or issue of liability concerning Cerro's ownership of a portion of Area G. Cerro reserves the right to seek reimbursement from the Superfund for its contribution to the costs of constructing the

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fence. Nonetheless, Cerro chose to do the environmentally responsible thing and construct the fence now and leave for later the determination of who ultimately should pay for the fencing. Cerro, as a responsible member of the community, remains willing to cooperate further in the future.

Very truly yours,

CERRO COPPER PRODUCTS CO.
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Paul Tandler
Vice President-Manufacturing

PT/ge

Enclosures

bcc: H. L. Schweich
~~S. A. Silverstein~~
M. Rodburg, Lowenstein, Sandler, et al
J. Patterson, Patterson Assoc. Inc.
R. Webb, Marmon Group
File (2)

EXHIBIT "A"

"A"

WARRANTY DEED

This Indenture Witnesseth, That the Grantor Lewis - Kathos Company of St. Louis, Missouri, a corporation organized and existing under the laws of the State of Missouri, for and in consideration of the sum of One dollar (\$1.00) in hand paid, Covenants and Warrants to the Village of Kennecott, Illinois, for wells purposes, the following described Real Estate:

A triangular tract situated in Lot 210 of the Third Subd. of Cahokia Commune, reference being had to a plat of said Third Subd. of Cahokia Commune recorded in the Recorder's Office of St. Clair County, Illinois in Book of Pages 210 on page 60, said tract being more particularly

described as follows: That part of said Lot 210 that lies south and westerly of the southerly right of way line of Midwest Avenue as established by Ordinance No. 112 of the Village of Kennecott, Illinois, surveyed June 8, 1948 reference thereto being had and reference also being had to the conveyance made this day by this Grantor to the Village of Kennecott covering the 66 feet wide strip across said Lot 210 as a firm of way for said Midwest Avenue bounded on the south by a line that is 20 feet north or not north of the southerly line of said Lot 210 and bounded on the east by the easterly line of said Lot 210, containing 0.72 acres more or less.

This Grantor reserves to itself, its successors and assigns the right to purchase the premises hereon now owned by the Village of Kennecott, its successors or assigns convey said premises or any part thereof to private - title or otherwise notice, hereby the use thereof for purposes that are not of a public nature.

In Testimony Whereof, the said Lewis - Kathos Company hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its Vice President, and attested by its Asst. Secretary, this 26th day of July A.D. 1948.

(Kennecott Seal)
 Lewis - Kathos Company
 By: Richard E. Lewis
 Vice-President
 Attest: A. J. Lewis
 Asst. Secretary

City of St. Louis,
 State of Missouri,

I, Earl Edgar Campbell, a Notary Public for said City in the State of Missouri, do hereby certify that Richard E. Lewis personally known to me to be the Vice-President of the Lewis - Kathos Company and A. J. Lewis personally known to me to be the Asst. Secretary of the Lewis - Kathos Company whose names are subscribed to the foregoing instrument, appeared before me this day in person and voluntarily declared that at such time and place said Lewis - Kathos Company and said Lewis - Kathos Company and said Lewis - Kathos Company are duly authorized to execute and deliver the foregoing instrument and that the same are duly authorized to execute and deliver the foregoing instrument for the uses and purposes therein set forth.

Witness my hand and seal this 26th day of July A.D. 1948
 Earl Edgar Campbell
 Notary Public
 My Commission Expires April 12, 1952
 My Commission Expires 1952
 This instrument was filed for record on July 27th of A.D. 1948 at 9:15 A.M. Instr. No. 45912

395807

(3)

LOT 211

Δ $24^{\circ}48'$
T. 215.45'
R. 979.92'

210

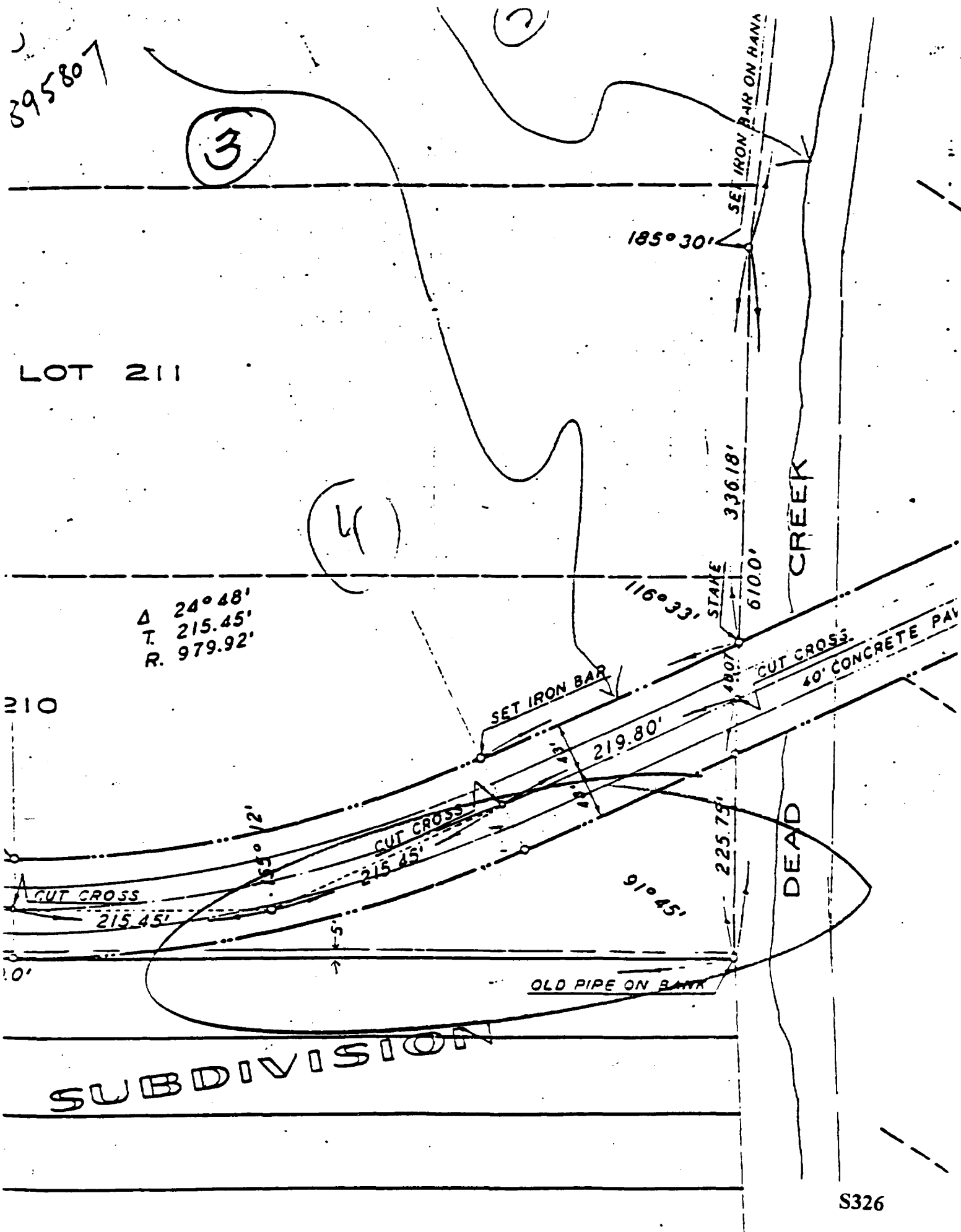


EXHIBIT "B"

TRACT 1: That part of Lots 126 and 127, Commonfields of Cahokia, said tract being part of the Village Hall property of the Village of Sauget, St. Clair County, Illinois, described as follows:

Commencing at a pipe on the West line of Falling Springs Avenue, said pipe bears South $4^{\circ}02'$ West of the iron bar that marks the intersection of the Northeast corner of Lot 126, Commonfields of Cahokia with the West line of Falling Springs Avenue; thence North $85^{\circ}58'$ West, perpendicular to the last described line, a distance of 58.88' to the iron bar that marks the point of beginning of the tract of land herein described; thence continuing North $85^{\circ}58'$ West, a distance of 161.12' to the pipe that marks the Northwest corner of the Village Hall property; thence South $4^{\circ}02'$ West, perpendicular to the last described line, a distance of 80.00' to an iron bar; said point being on the curve having a radius of 320', said 320' radius being parallel and adjacent to and 20' South and Southeast of the former centerline of the vacated Midwest Avenue; thence in a Northeasterly direction, around the curve to the left having a radius of 320' a chord distance of 179.04' to the iron bar that marks the point of beginning.

Containing 0.175 Acres, more or less.

Situated in the County of St. Clair and State of Illinois.

Subject to conditions, easements and restrictions of record;

TRACT 2: A triangular tract situated in Lot 210 of the Third Subd. of Cahokia Commons, reference being had to a plat of said Third Subd. of Cahokia Commons recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "A" on page 60, said tract being more particularly described as follows:

That part of said Lot 210 that lies south and southeasterly of the southerly right of way line of Midwest Avenue as established by Ordinance No. 182 of the Village of Monsanto, Illinois, approved June 3, 1948 reference thereto being had and reference also being had to the conveyance made July 25-1948 by Lewin Mathes Company to the Village of Monsanto conveying the 66 foot wide strip across said Lot 210 as right of way for said Midwest Avenue; bounded on the south by a line that is 20 feet north of and parallel to the Southerly line of said Lot 210 and bounded on the east by the easterly line of said Lot 210, containing 0.75 Acres more or less.

Situated in the County of St. Clair and State of Illinois.

Subject to conditions, easements and restrictions of record;

on or before Tuesday, January 21-1969, at 7 o'clock P.M. at the Village Hall in Sauget, Illinois.

TRACT 1 will be conveyed by Warranty Deed, and TRACT 2 will be conveyed by Quit Claim Deed. Both conveyances will be subject to conditions, easements and restrictions of record. Said real estate is not used for any corporate purpose and is vacant property.

S328

Former Village Property

*1/2 acre
110.75
102.12*

*Former Lewin Mathes Co.
Reverted back to
Cahokia*

B

EXHIBIT "C"

PART OF LOT 211

6

PART OF LOT 210

A = 24.48
T = 215.45'
R = 979.92'

593.10' RECORD
MIDWEST

215.45' REC.

215.45' REC.

219.80' RECORD

Ord. 328
Providing for
Pub Sale

& Deed - Vill of Sauget
to

Cerro Cop A 307509

March 8th, 1970
East St. Louis, Illinois

S330

This is to certify that in the employ of the Cerro Copper & Brass Company of Sauget, Illinois, I have attached and titled "PLAT OF PART OF LOTS 210, 211, 214, 215, 218, 219 & 222 OF THE THIRD SUBDIVISION" thereof.

EXHIBIT

"D"

EXHIBIT "E"

CHICAGO TITLE INSURANCE COMPANY

15 EAST WASHINGTON STREET, BELLEVILLE, ILLINOIS 62220/16181 233-5800



ST. CLAIR COUNTY OFFICE
March 25, 1976

AMENDED

No. 162767

LEGAL DESCRIPTION

OF

PROPERTY OF CERRO CORPORATION

ST. CLAIR COUNTY, ILLINOIS

N/A

PARCEL 1.

Parts of Lots No. 204, 205, 208, 209, 212, 213 and 216 of the "SUBDIVISION OF PART OF COMMONS OF CAHOKIA OF SURVEY NO. 759"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats A on page 60, more particularly described as follows, to-wit:

Beginning at the point where the Western line of Mississippi Avenue intersects the Southeastern line of a 70 foot strip of land conveyed by Kehr and Pitzman to the Southern Illinois Trust Company by Deed dated March 3, 1913 and recorded in Book 443 on page 225, which strip of land was subsequently transferred to the Alton and Southern Railroad for a right of way, running thence Southwardly along the Western line of Mississippi Avenue 751 feet 10 inches, thence Southwestwardly and parallel to the Southeastern line of said Alton and Southern Railroad Right of Way, 1306 feet 10 inches to a stake, thence Southwestwardly along a curved line with a radius of 573 feet 8 inches to the left of the intersection with the Eastern line of the Right of Way of the Conlogue Railroad, now known as the East St. Louis and Carondelet Railway, thence Northwardly along the East line of said Right of Way or a line 33 feet 4 inches Eastwardly from the center line of the main track of said Railroad 901 feet 9 inches to the Southeastern line of said Alton and Southern Railroad Right of Way, thence Northeastwardly along the Southeastern line of said Right of Way 1489 feet 3 inches to the place of beginning;

Excepting the Eastern 12 feet of said property which was dedicated to public use by Deed recorded in Book 563 on page 327.

S334

PARCEL 2.

Parts of Lots 210, 211, 214, 215, 218 and 219 of the "SUBDIVISION OF PART OF COMMONS OF CAHOKIA OF SURVEY NO. 759"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats A on page 60, and part of Lot 222 of the "THIRD SUBDIVISION OF THE CAHOKIA COMMONS"; reference being had to the plat thereof recorded in said Recorder's Office in Book of Plats W on page 7, and Lots 1, 2, 3, 4, 5 and 6 in Block No. 1 of "SUBDIVISION OF PART OF LOTS 125F AND ALL OF LOT 125G OF THE SUBD. OF PART OF LOT 125 OF THE COMMONFIELDS OF CAHOKIA, ST. CLAIR CO. ILL."; reference being had to the plat thereof recorded in said Recorder's Office in Book of Plats 29 on page 47;

and part of Lots 125E and 125F of the "SUBDIVISION OF PART OF LOT 125 OF THE COMMON-FIELDS OF CAHOKIA"; reference being had to the plat thereof recorded in said Recorder's Office of St. Clair County, Illinois, in Book of Plats U on page 37; and part of Lots 126, 127 and 128 of the "CAHOKIA COMMON FIELDS"; reference being had to the plat thereof recorded in said Recorder's Office in Book of Plats E on pages 16 and 17; all being more fully described as follows, to-wit:

Beginning at the point of intersection of the Southeasterly Right of Way line of the Alton and Southern Railroad with the Easterly Right of Way line of State Bond Issue Route No. 3, sometimes called Mississippi Avenue, (now 90 feet wide); thence in a Northerly direction along the Easterly Right of Way line of State Bond Issue Route No. 3 a distance of 30.15 feet to a point which is 12 feet Southeasterly from and measured at right angles to the centerline of the main track of the Alton and Southern Railroad; thence in a Northeasterly direction with a line which is at every point 12 feet Southeasterly from and measured at right angles to said centerline, a distance of 564.79 feet to a point; thence in a Southeasterly direction at right angles to the last described line, a distance of 23 feet to a point in the Southeasterly Right of Way line of the Alton and Southern Railroad; thence in a Northeasterly direction along the Southeasterly Right of Way line of the Alton and Southern Railroad to a point distant 700.35 feet, more or less, measured in a straight line, from the intersection of said Right of Way line and the Northwesterly line of Lot 215 of said Subdivision; thence in a Northeasterly direction with a line that is at every point 13 feet Southeasterly from and measured at right angles to the centerline of Spur Tract No. 126, a distance of 152 feet, more or less, to a point opposite the point of switch to said tract No. 126 in the main track of the Railroad; thence continuing in a Northeasterly direction with a line that is at every point 13 feet Southeasterly from and measured at right angles to the centerline of the main track, a distance of 144.91 feet to a point; thence in a Southeasterly direction at right angles to the last described line, a distance of 22 feet to the Southeasterly Right of Way line of the Alton and Southern Railroad; thence in a Northeasterly direction along the Southeasterly Right of Way line of the Alton and Southern Railroad to the South line of Lot 222 of the "THIRD SUBDIVISION OF THE CAHOKIA COMMONS"; thence North 68 degrees 46 minutes East along the Southeasterly Right of Way line of the Alton and Southern Railroad, a distance of 234.35 feet to the centerline of Dead Creek; thence continuing Northeasterly along the Southeasterly Right of Way line of the Alton and Southern Railroad, a distance of 336.33 feet to the most Northerly corner of Lot No. 1 in Block No. 1 of the "SUBDIVISION OF PART OF LOTS 125E AND ALL OF LOT 125G"; thence Southeasterly along a line of said Lot No. 1 in Block No. 1, a distance of 14.92 feet to the Westerly Right of Way line of State Aid Route No. 10, also known as Lower Cahokia Road; thence Southerly along the Westerly Right of Way line of said State Aid Route No. 10, a distance of 1221.32 feet, more or less, to the Northeasterly line of Lot No. 126 of the "CAHOKIA COMMON FIELDS"; thence South 4 degrees 02 minutes West along the Westerly line of said State Aid Route No. 10, a distance of 50 feet to a point; thence Westerly at right angles to the Westerly line of State Aid Route No. 10, a distance of 53.88 feet to a point; thence in a Southwesterly direction, around a curve to the left having a radius of 320 feet, said 320 feet radius being parallel and adjacent to and 20 feet South and Southeast of the former centerline of vacated Midwest Avenue, a chord distance of 179.94 feet to a point; thence South 4 degrees 02 minutes West and parallel with the Westerly Right of Way line of State Aid Route No. 10, a distance of 351.85 feet to the Northwesterly

page 3.

~~Right of Way line of Midwest Avenue; thence Southwesterly and Westerly along the Northwesternly and Northerly Right of Way line of Midwest Avenue, to its intersection with the Easterly Right of Way line of said State Bond Issue Route No. 3; thence Northerly along the Easterly Right of Way line of said State Bond Issue Route No. 3 to the point of beginning.~~

PARCEL 3.

A triangular tract situated in Lot 210 of the "SUBDIVISION OF PART OF COMMONS OF CAHOKIA OF SURVEY NO. 759"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats A on page 60, said tract being more particularly described as follows:

That part of said Lot 210 that lies South and Southeasterly of the Southerly Right of Way line of Midwest Avenue as established by Ordinance No. 182 of the Village of Monsanto, Illinois, approved June 22, 1948 and recorded July 1, 1948 in Corporation Record 35 on page 450, reference thereto being had; and reference also being had to the conveyance made July 26, 1948 by Lewin-Mathes Company to the Village of Monsanto conveying the 66 foot wide strip across said Lot 210 as Right of Way for said Midwest Avenue; bounded on the South by the Southerly line of said Lot 210 and bounded on the East by the Easterly line of said Lot 210.

All of the foregoing being situated in St. Clair County, Illinois.

EXHIBIT "F"

EXHIBIT

"G"



Daily Analytical Laboratories

1621 W. Candletree Drive Peoria, Illinois 61614
Tel. (309) 692-5252

Eugene J. Daily, Chairman
John P. Higgins, President
Otis E. Nichols, Vice President
James F. Dallmeyer
Laboratory Director

Sverdrup Corporation DATE RECEIVED: March 25, 1987

801 N. Eleventh
St. Louis, MO. 63101

JOB NO. 10224A/400001

D/A PROJECT #: 5060.10

AREA "G"

ATTEN: Mr. Larry Oliver DATE OF REPORT: May 11, 1987

D/A SAMPLE NO.

7084-102

SAMPLE DESCRIPTION

DCGW32

SAMPLE DATE

3/24/87

ALUMINUM	MG/L	0.06
ANTIMONY	MG/L	0.028
ARSENIC	MG/L	0.009
BARIUM	MG/L	0.14
BERYLLIUM	MG/L	<0.005
CADMIUM	MG/L	0.006
CHROMIUM	MG/L	<0.01
COBALT	MG/L	0.02
COPPER	MG/L	0.01
IRON	MG/L	32
LEAD	MG/L	0.05
MANGANESE	MG/L	2.0
MERCURY	MG/L	<0.0002
NICKEL	MG/L	0.06
TIN	MG/L	<0.02
SELENIUM	MG/L	0.022
THALLIUM	MG/L	0.04
VANADIUM	MG/L	0.04
ZINC	MG/L	0.06
CYANIDE	MG/L	<0.01
SPECIFIC COND.	umhos	6600
T. DISS. SOLIDS	MG/L	5200
ALKALINITY	MG/L	2300
BORON	MG/L	1.3



Daily Analytical Laboratories

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Otis E. Michels, Vice President
James F. Dalmeyer
Laboratory Director

Sverdrup Corporation

DATE RECEIVED: March 25, 1987

801 N. Eleventh
St. Louis, MO. 63101

JOB NO. 10224A/400001

D/A PROJECT #: 5060.10

ATTEN: Mr. Larry Oliver

DATE OF REPORT: May 11, 1987

D/A SAMPLE NUMBER

7084-102

SAMPLE DESCRIPTION

DCGW32

Sample Date

3/24/87

Analysis Date

4/2/87

CHLOROMETHANE	UG/L	<10
BROMOMETHANE	UG/L	<10
VINYL CHLORIDE	UG/L	20
CHLOROETHANE	UG/L	<10
METHYLENE CHLORIDE	UG/L	9B
1,1-DICHLOROETHENE	UG/L	<5
1,1-DICHLOROETHANE	UG/L	<5
tr-1,2-DICHLOROETHENE	UG/L	<5
CHLOROFORM	UG/L	32
1,2-DICHLOROETHANE	UG/L	<5
1,1,1-TRICHLOROETHANE	UG/L	11
CARBON TETRACHLORIDE	UG/L	<5
DICHLOROBROMOMETHANE	UG/L	<5
1,2-DICHLOROPROPANE	UG/L	<5
tr-1,3-DICHLOROPROPENE	UG/L	<5
TRICHLOROETHENE	UG/L	23
BENZENE	UG/L	470
CHLORODIBROMOMETHANE	UG/L	<5
cis-1,3-DICHLOROPROPENE	UG/L	<5
1,1,2-TRICHLOROETHANE	UG/L	<5
2-CHLOROETHYL VINYLETHER	UG/L	<5
BROMOFORM	UG/L	<5
1,1,2,2-TETRACHLOROETHANE	UG/L	<5
TETRACHLOROETHENE	UG/L	6
TOLUENE	UG/L	110
CHLOROBENZENE	UG/L	270
ETHYLBENZENE	UG/L	790
XYLENE (TOTAL)	UG/L	560
ACETONE	UG/L	660B
CARBON DISULFIDE	UG/L	<10
2-BUTANONE	UG/L	<10
VINYL ACETATE	UG/L	<10
4-METHYL-2-PENTANONE	UG/L	<10
2-HEXANONE	UG/L	<10
STYRENE	UG/L	<10

* as received basis

S341



Daily Analytical Laboratories

1621 W. Candletree Drive Peoria, Illinois 61614
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Eugene J. Daily, Chairman
John P. Higgins, President
Otis E. Michels, Vice President
James F. Dallmeyer
Laboratory Director

Sverdrup Corporation

DATE RECEIVED: March 25, 1987

JOB NO. 10224A/400001

801 N. Eleventh
St. Louis, MO. 63101

D/A PROJECT #: 5060.10

ATTEN: Mr. Larry Oliver

DATE OF REPORT: May 11, 1987

D/A SAMPLE NUMBER

7084-102

SAMPLE DESCRIPTION

DC-GW-32

Sample Date

3/24/87

Extracted Date

3/27/87

Analysis Date

4/7/87

BIS(2-CHLOROETHYL)ETHER	UG/L	<10
1,3-DICHLOROBENZENE	UG/L	<10
1,4-DICHLOROBENZENE	UG/L	76
1,2-DICHLOROBENZENE	UG/L	21
BIS(2-CHLOROISOPROPYL)ETHER	UG/L	<10
N-NITROSODI-N-PROPYLAMINE	UG/L	<10
HEXACHLOROETHANE	UG/L	<10
NITROBENZENE	UG/L	<10
ISOPHORONE	UG/L	<10
BIS(2-CHLOROETHOXY)METHANE	UG/L	<10
1,2,4-TRICHLOROBENZENE	UG/L	12
HEXACHLOROBUTADIENE	UG/L	<10
HEXACHLOROCYCLOPENTADIENE	UG/L	<10
DIMETHYL PHTHALATE	UG/L	<10
2,6-DINITROTOLUENE	UG/L	<10
2,4-DINITROTOLUENE	UG/L	<10
4-CHLOROPHENYL PHENYL ETHER	UG/L	<10
DIETHYL PHTHALATE	UG/L	<10
N-NITROSODIPHENYLAMINE	UG/L	<10
4-BROMOPHENYL PHENYL ETHER	UG/L	<10
HEXACHLOROBENZENE	UG/L	<10
DI-N-BUTYL PHTHALATE	UG/L	<10
BUTYLBENZYL PHTHALATE	UG/L	<10
BIS(2-ETHYLHEXYL) PHTHALATE	UG/L	<10
3,3-DICHLOROBENZIDINE	UG/L	<20
DI-N-OCTYL PHTHALATE	UG/L	<10

OTHERS :

BENZYL ALCOHOL	UG/L	<10
4-CHLOROANILINE	UG/L	8400
2-NITROANILINE	UG/L	<50
3-NITROANILINE	UG/L	<50
4-NITROANILINE	UG/L	<50
DIBENZOFURAN	UG/L	<10

* as received basis

S342

Daily Analytical Laboratories

1621 W. Candletree Drive Peoria, Illinois 61614
Tel. (309) 692-5252

Eugene J. Dally, Chairman
John P. Higgins, President
Otis E. Michels, Vice President
James F. Dallmeyer
Laboratory Director

Cardrup Corporation

801 N. Eleventh
St. Louis, MO 63101

ATTEN: Mr. Larry Oliver

DATE RECEIVED: March 25, 1987

JOB #: 10224A/400001

D/A PROJECT #: 5060.10

Date of Report : May 11, 1987

D/A SAMPLE NUMBER 7084-102

SAMPLE DESCRIPTION DC-GW-32

Sample Date 3/24/87

Extracted Date 3/27/87

Analysis Date 2/23/87

PHENOL	UG/L	<10
2-CHLOROPHENOL	UG/L	170
4-METHYLPHENOL	UG/L	68
2-METHYLPHENOL	UG/L	42
2-NITROPHENOL	UG/L	<50
2,4-DIMETHYLPHENOL	UG/L	360
2,4-DICHLOROPHENOL	UG/L	<10
4-CHLORO-3-METHYLPHENOL	UG/L	<10
2,4,6-TRICHLOROPHENOL	UG/L	<10
2,4,5-TRICHLOROPHENOL	UG/L	<50
2,4-DINITROPHENOL	UG/L	<50
4-NITROPHENOL	UG/L	<50
2-METHYL-4,6-DINITROPHENOL	UG/L	<50
PENTACHLOROPHENOL	UG/L	<50
BENZOIC ACID	UG/L	<50

NAPHTHALENE	UG/L	78
ACENAPHTHYLENE	UG/L	<10
ACENAPHTHENE	UG/L	<10
FLUORENE	UG/L	<10
PHENANTHRENE	UG/L	<10
ANTHRACENE	UG/L	<10
FLUOROANTHENE	UG/L	<10
PYRENE	UG/L	<10
BENZO(a)ANTHRACENE	UG/L	<10
CHRYSENE	UG/L	<10
BENZO(b)FLUOROANTHENE	UG/L	<10
BENZO(k)FLUOROANTHENE	UG/L	<10
BENZO(a)PYRENE	UG/L	<10
INDENO(1,2,3-cd)PYRENE	UG/L	<10
DIBENZO(a,h)ANTHRACENE	UG/L	<10
BENZO(g,h,i)PERYLENE	UG/L	<10
2-METHYLNAPHTHALENE	UG/L	<10
2-CHLORONAPHTHALENE	UG/L	<10

* as received basis

S343



Daily Analytical Laboratories

1621 W. Candletree Drive Peoria, Illinois 61614
Tel. (309) 692-5252

Eugene J. Daily, Chairman
John P. Higgins, President
Otis E. Michels, Vice President
James F. Dallmeyer
Laboratory Director

Sverdrup Corporation

DATE RECEIVED: March 25, 1987

801 N. Eleventh
St. Louis, MO. 63101

JOB NO. 10224A/400001

D/A PROJECT #: 5060.10

ATTEN: Mr. Larry Oliver

DATE OF REPORT: May 11, 1987

D/A SAMPLE NUMBER

7084-102

SAMPLE DESCRIPTION

DCGW32

Sample Date

3/24/87

Extracted Date

3/26/87

Analysis Date

4/30/87

Alpha-BHC	UG/L	<0.05
Beta-BHC	UG/L	<0.05
Gamma-BHC (Lindane)	UG/L	<0.05
Delta-BHC	UG/L	<0.05
Heptachlor	UG/L	<0.05
Aldrin	UG/L	<0.05
Heptachlor epoxide	UG/L	<0.05
Endosulfan I	UG/L	<0.05
p,p'-DDE	UG/L	<0.10
Dieldrin	UG/L	<0.10
Endrin	UG/L	<0.10
Endosulfan II	UG/L	<0.10
p,p'-DDD	UG/L	<0.10
Endrin aldehyde	UG/L	<0.10
p,p'-DDT	UG/L	<0.10
Endosulfan sulfate	UG/L	<0.10
Alpha-chlordane	UG/L	<0.50
Gamma-chlordane	UG/L	<0.50
Methoxychlor *	UG/L	<0.50
Toxaphene	UG/L	<0.50
Arochlor 1016	UG/L	
Arochlor 1221	UG/L	
Arochlor 1232	UG/L	
Arochlor 1242	UG/L	
Arochlor 1248	UG/L	
Arochlor 1254	UG/L	
Arochlor 1260	UG/L	
PCB's (total)	UG/L	<1.0*

* PCB total based on Aroclor 1254

** Mix of Aroclors 1254 & 1260

J Estimated conc. below IEPA detection limits

All as received basis

+ second column confirmation.

EXHIBIT

"H"

RESULTS

INORGANICS

DA Daily Analytical Laboratories
1527 W. Candlish Drive Peoria, Illinois 61614
Tel. (309) 699-6252

Eugene J. Daily, Chairman
John P. Higgins, President
Otis E. Michels, Vice President
James F. Dalmeyer
Laboratory Director

Sverdrup Corporation DATE RECEIVED: January 30, 1987

JOB NO. 10224A/400001

801 N. Eleventh
St. Louis, MO. 63101

D/A PROJECT #: 5060.10

ATTEN: Mr. Larry Oliver

DATE OF REPORT: March 23, 1987

D/A SAMPLE NO.

7030-11

SAMPLE DESCRIPTION

DCG537

SAMPLE DATE

01/27/87

ALUMINUM MG/KG 8900
ANTIMONY MG/KG <0.6
ARSENIC MG/KG 10.0
BARIUM MG/KG 140
BERYLLIUM MG/KG 0.38
CADMIUM MG/KG 0.70
CHROMIUM MG/KG 15
COBALT MG/KG 13
COPPER MG/KG 15
IRON MG/KG 12000
LEAD MG/KG 21
MANGANESE MG/KG 470
MERCURY MG/KG <0.01
NICKEL MG/KG 64
POTASSIUM MG/KG 1700
SELENIUM MG/KG <0.5
SODIUM MG/KG 1600
SILVER MG/KG 0.30
THALLIUM MG/KG 3.4
VANADIUM MG/KG - 36
ZINC MG/KG - 210
CALCIUM MG/KG 6200
MAGNESIUM MG/KG 4600
BORON MG/KG 6.4
TIN MG/KG <1.0
CYANIDE MG/KG <0.3

DA Daily Analytical Laboratories

16221/4 Candlestone Drive Peoria, Illinois 61614
Tel. (309) 692-6252

Eugene J. Daily, Chairman
John P. Higgins, President
Otis E. Michers, Vice President
James F. Dalmeyer
Laboratory Director

Sverdrup Corporation

DATE RECEIVED:

January 30, 1987

JOB NO. 10224A/400001

801 N. Eleventh

St. Louis, MO. 63101

D/A PROJECT #:

5060.10

ATTEN: Mr. Larry Oliver

DATE OF REPORT:

March 23, 1987

D/A SAMPLE NO.

7030-07

7030-08

7030-09

7030-10

SAMPLE DESCRIPTION

DCG333

DCGB34

DCG435

DCG436

SAMPLE DATE

01/26/87

01/26/87

01/26/87

01/26/87

		01/26/87	01/26/87	01/26/87	01/26/87
ALUMINUM	MG/KG	11000	8000	47000	5000
ANTIMONY	MG/KG	<0.6	<0.6	<0.6	<0.6
ARSENIC	MG/KG	20.0	12.0	<0.5	7.5
BARIUM	MG/KG	140	220	150	77
BERYLLIUM	MG/KG	0.53	0.36	<0.20	<0.20
CADMIUM	MG/KG	0.49	1.5	0.07	0.35
CHROMIUM	MG/KG	19	14	<2.0	8.1
COBALT	MG/KG	6.3	5.0	3.5	2.8
COPPER	MG/KG	11	24	4.4	14
IRON	MG/KG	14000	15000	7000	7300
LEAD	MG/KG	17	41	7.2	9.5
MANGANESE	MG/KG	380	280	150	150
MERCURY	MG/KG	0.01	0.04	0.01	<0.01
NICKEL	MG/KG	18	15	12	12
POTASSIUM	MG/KG	2300	2300	970	1000
SELENIUM	MG/KG	<0.5	<0.5	<0.5	<0.5
SODIUM	MG/KG	3200	100	450	300
SILVER	MG/KG	0.80	0.50	<0.20	<0.20
THALLIUM	MG/KG	4.9	2.3	1.4	1.8
VANADIUM	MG/KG	35	30	<2.0	20
ZINC	MG/KG	44	120	31	45
CALCIUM	MG/KG	9900	4300	8100	7500
MAGNESIUM	MG/KG	5600	2900	3500	3400
BORON	MG/KG	3.6	6.0	4.1	4.2
TIN	MG/KG	<1.0	<1.0	<1.0	<1.0
CYANIDE	MG/KG	<0.2	<0.2	<0.3	<0.2

RESULTS

ORGANICS.

DA Daily Analytical Laboratories
 1621 W. Candletree Drive Peoria, Illinois 61614
 Tel: (309) 692-5252

Eugene J. Daily, Chairman
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 Otis E. Michels, Vice President
 James F. Dalmeyer
 Laboratory Director

Sverdrup Corporation

DATE RECEIVED: January 30, 1987

801 N. Eleventh
 St. Louis, MO. 63101

JOB NO. 10224A/400001

D/A PROJECT #: 5060.10

ATTEN: Mr. Larry Oliver

DATE OF REPORT: March 23, 1987

D/A SAMPLE NUMBER

7030-07 7030-08 7030-09 7030-10

SAMPLE DESCRIPTION

DCG333 DCGB34 DCG435 DCG436

Sample Date

1/26/87 1/26/87 1/26/87 1/26/87

Analysis Date

2/27/87 2/27/87 2/24/87 2/12/87

SAMPLE DESCRIPTION	DCG333	DCGB34	DCG435	DCG436
CHLOROMETHANE	UG/KG	<10	<10	<10
BROMOMETHANE	UG/KG	<10	<10	<10
VINYL CHLORIDE	UG/KG	<10	<10	<10
CHLOROETHANE	UG/KG	<10	<10	<10
METHYLENE CHLORIDE	UG/KG	19	16	20B
1,1-DICHLOROETHENE	UG/KG	<5	<5	<5
1,1-DICHLOROETHANE	UG/KG	<5	<5	<5
tr-1,2-DICHLOROETHENE	UG/KG	<5	<5	<5
CHLOROFORM	UG/KG	<5	<5	<5
1,2-DICHLOROETHANE	UG/KG	<5	<5	<5
1,1,1-TRICHLOROETHANE	UG/KG	<5	<5	<5
CARBON TETRACHLORIDE	UG/KG	<5	<5	<5
DICHLOROBROMOMETHANE	UG/KG	<5	<5	<5
1,2-DICHLOROPROPANE	UG/KG	<5	<5	<5
tr-1,3-DICHLOROPROPENE	UG/KG	<5	<5	<5
TRICHLOROETHENE	UG/KG	<5	<5	<5
BENZENE	UG/KG	10	<5	<5
CHLORODIBROMOMETHANE	UG/KG	<5	<5	<5
cis-1,3-DICHLOROPROPENE	UG/KG	<5	<5	<5
1,1,2-TRICHLOROETHANE	UG/KG	<5	<5	<5
2-CHLOROETHYL VINYLETHER	UG/KG	<5	<5	<5
BROMOFORM	UG/KG	<5	<5	<5
1,1,2,2-TETRACHLOROETHANE	UG/KG	<5	<5	<5
TETRACHLOROETHENE	UG/KG	<5	<5	<5
TOLUENE	UG/KG	<5	<5	<5
CHLOROBENZENE	UG/KG	1500	<5	38
ETHYLBENZENE	UG/KG	<5	<5	<5
XYLENE (TOTAL)	UG/KG	<15	<15	<15
ACETONE	UG/KG	2900	<10	1500
CARBON DISULFIDE	UG/KG	<10	<10	<10
2-BUTANONE	UG/KG	<10	<10	12
VINYL ACETATE	UG/KG	<10	<10	<10
4-METHYL-2-PENTANONE	UG/KG	<10	<10	<10
2-HEXANONE	UG/KG	<10	<10	<10
STYRENE	UG/KG	<10	<10	<10

* as received basis

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DA Daily Analytical Laboratories
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Eugene J. Daily, Chairman
 John P. Higgins, President
 Otis E. Michels, Vice President
 James F. Dallmeyer
 Laboratory Director

Sverdrup Corporation

DATE RECEIVED: January 30, 1987

801 N. Eleventh
 St. Louis, MO. 63101

JOB NO. 10224A/400001

D/A PROJECT #: 5060.10

ATTEN: Mr. Larry Oliver

DATE OF REPORT: March 23, 1987

D/A SAMPLE NUMBER

7030-11

SAMPLE DESCRIPTION

DCG537

Sample Date

1/27/87

Analysis Date

2/26/87

CHLOROMETHANE	UG/KG	<1000
BROMOMETHANE	UG/KG	<1000
VINYL CHLORIDE	UG/KG	<1000
CHLOROETHANE	UG/KG	<1000
METHYLENE CHLORIDE	UG/KG	1000
1,1-DICHLOROETHENE	UG/KG	<500
1,1-DICHLOROETHANE	UG/KG	<500
tr-1,2-DICHLOROETHENE	UG/KG	<500
CHLOROFORM	UG/KG	<500
1,2-DICHLOROETHANE	UG/KG	<500
1,1,1-TRICHLOROETHANE	UG/KG	<500
CARBON TETRACHLORIDE	UG/KG	<500
DICHLOROBROMOMETHANE	UG/KG	<500
1,2-DICHLOROPROPANE	UG/KG	<500
tr-1,3-DICHLOROPROPENE	UG/KG	<500
TRICHLOROETHENE	UG/KG	960
BENZENE	UG/KG	11000
CHLORODIBROMOMETHANE	UG/KG	<500
cis-1,3-DICHLOROPROPENE	UG/KG	<500
1,1,2-TRICHLOROETHANE	UG/KG	<500
2-CHLOROETHYL VINYLETHER	UG/KG	<500
BROMOFORM	UG/KG	<500
1,1,2,2-TETRACHLOROETHANE	UG/KG	<500
TETRACHLOROETHENE	UG/KG	6400
TOLUENE	UG/KG	52000
CHLOROBENZENE	UG/KG	2800
ETHYLBENZENE	UG/KG	1700
XYLENE (TOTAL)	UG/KG	3900
ACETONE	UG/KG	1600
CARBON DISULFIDE	UG/KG	<1000
2-BUTANONE	UG/KG	3000
VINYL ACETATE	UG/KG	<1000
4-METHYL-2-PENTANONE	UG/KG	<1000
2-HEXANONE	UG/KG	<1000
STYRENE	UG/KG	<1000

* as received basis

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DATE RECEIVED: January 30, 1987

801 N. Eleventh
 St. Louis, MO. 63101

JOB NO. 10224A/400001

D/A PROJECT #: 5060.10

ATTEN: Mr. Larry Oliver

DATE OF REPORT: March 23, 1987

D/A SAMPLE NUMBER

7030-07 7030-08 7030-09

SAMPLE DESCRIPTION

DCG333 DCGB34 DCG435

Sample Date

1/26/87 1/26/87 2/16/87

Extracted Date

2/9/87 2/9/87 2/9/87

Analysis Date

2/23/87 2/23/87 2/23/87

BIS(2-CHLOROETHYL) ETHER	UG/KG	<330	<330	<330
1,3-DICHLOROBENZENE	UG/KG	<330	<330	<330
1,4-DICHLOROBENZENE	UG/KG	<330	<330	730
1,2-DICHLOROBENZENE	UG/KG	<330	<330	<330
BIS(2-CHLOROISOPROPYL) ETHER	UG/KG	<330	<330	<330
N-NITROSODI-N-PROPYLAMINE	UG/KG	<330	<330	<330
HEXACHLOROETHANE	UG/KG	<330	<330	<330
NITROBENZENE	UG/KG	<330	<330	<330
ISOPHORONE	UG/KG	<330	<330	<330
BIS(2-CHLOROETHOXY) METHANE	UG/KG	<330	<330	<330
1,2,4-TRICHLOROBENZENE	UG/KG	<330	<330	<330
HEXACHLOROBUTADIENE	UG/KG	<330	<330	<330
HEXACHLOROCYCLOPENTADIENE	UG/KG	<330	<330	<330
DIMETHYL PHTHALATE	UG/KG	<330	<330	<330
2,6-DINITROTOLUENE	UG/KG	<330	<330	<330
2,4-DINITROTOLUENE	UG/KG	<330	<330	<330
4-CHLOROPHENYL PHENYL ETHER	UG/KG	<330	<330	<330
DIETHYL PHTHALATE	UG/KG	<330	<330	<330
N-NITROSODIPHENYLAMINE	UG/KG	<330	<330	<330
4-BROMOPHENYL PHENYL ETHER	UG/KG	<330	<330	<330
HEXACHLOROBENZENE	UG/KG	<330	<330	<330
DI-N-BUTYL PHTHALATE	UG/KG	<330	<330	<330
BUTYLBENZYL PHTHALATE	UG/KG	<330	<330	<330
BIS(2-ETHYLHEXYL) PHTHALATE	UG/KG	<330	<330	320J
3,3-DICHLOROBENZIDINE	UG/KG	<660	<660	<660
DI-N-OCTYL PHTHALATE	UG/KG	<330	<330	<330

OTHERS :

BENZYL ALCOHOL	UG/KG	<330	<330	<330
4-CHLOROANILINE	UG/KG	<330	<330	<330
2-NITROANILINE	UG/KG	<1600	<1600	<1600
3-NITROANILINE	UG/KG	<1600	<1600	<1600
4-NITROANILINE	UG/KG	<1600	<1600	<1600
DIBENZOFURAN	UG/KG	<330	<330	<330

* as received basis

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Sverdrup Corporation

DATE RECEIVED: January 30, 1987

801 N. Eleventh
 St. Louis, MO. 63101

JOB NO. 10224A/400001

D/A PROJECT #: 5060.10

ATTEN: Mr. Larry Oliver

DATE OF REPORT: March 23, 1987

D/A SAMPLE NUMBER

7030-10 7030-11

SAMPLE DESCRIPTION

DCG436 DCG537

Sample Date

1/26/87 1/27/87

Extracted Date

2/9/87 2/9/87

Analysis Date

2/23/87 2/23/87

BIS(2-CHLOROETHYL)ETHER	UG/KG	<330	<3300
1,3-DICHLOROBENZENE	UG/KG	<330	<3300
1,4-DICHLOROBENZENE	UG/KG	580	3300
1,2-DICHLOROBENZENE	UG/KG	<330	<3300
BIS(2-CHLOROISOPROPYL)ETHER	UG/KG	<330	<3300
N-NITROSODI-N-PROPYLAMINE	UG/KG	<330	<3300
HEXACHLOROETHANE	UG/KG	<330	<3300
NITROBENZENE	UG/KG	<330	<3300
ISOPHORONE	UG/KG	<330	<3300
BIS(2-CHLOROETHOXY)METHANE	UG/KG	<330	<3300
1,2,4-TRICHLOROBENZENE	UG/KG	<330	9400
HEXACHLOROBUTADIENE	UG/KG	<330	<3300
HEXACHLOROCYCLOPENTADIENE	UG/KG	<330	<3300
DIMETHYL PHTHALATE	UG/KG	<330	<3300
2,6-DINITROTOLUENE	UG/KG	<330	<3300
2,4-DINITROTOLUENE	UG/KG	<330	<3300
4-CHLOROPHENYL PHENYL ETHER	UG/KG	<330	<3300
DIETHYL PHTHALATE	UG/KG	<330	<3300
N-NITROSODIPHENYLAMINE	UG/KG	<330	85000
4-BROMOPHENYL PHENYL ETHER	UG/KG	<330	<3300
HEXACHLOROBENZENE	UG/KG	<330	<3300
DI-N-BUTYL PHTHALATE	UG/KG	<330	<3300
BUTYLBENZYL PHTHALATE	UG/KG	<330	<3300
BIS(2-ETHYLHEXYL) PHTHALATE	UG/KG	<330	<3300
3,3-DICHLOROBENZIDINE	UG/KG	<660	<6600
DI-N-OCTYL PHTHALATE	UG/KG	<330	<3300

OTHERS :

BENZYL ALCOHOL	UG/KG	<330	38000
4-CHLOROANILINE	UG/KG	<330	18000
2-NITROANILINE	UG/KG	<1600	<16000
3-NITROANILINE	UG/KG	<1600	<16000
4-NITROANILINE	UG/KG	<1600	<16000
DIBENZOFURAN	UG/KG	<330	<3300

* as received basis

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DA Daily Analytical Laboratories

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Eugene J. Daily, Chairman
John P. Higgins, President
Otis E. Michels, Vice President
James F. Dalmeyer -
Laboratory Director

Sverdrup Corporation

DATE RECEIVED:

January 30, 1987

801 N. Eleventh
St. Louis, MO 63101

JOB #: 10224A/400001

Attn: Mr. Larry Oliver

D/A PROJECT #: 5060.10

Date of Report : March 23, 1987

D/A SAMPLE NUMBER		7030-07	7030-08	7030-09
SAMPLE DESCRIPTION		DCG333	DCGB34	DCG435
Sample Date		2/16/87	2/16/87	2/16/87
Extracted Date		2/9/87	2/9/87	2/9/87
Analysis Date		2/23/87	2/23/87	2/23/87
PHENOL	UG/KG	<330	<330	<330
2-CHLOROPHENOL	UG/KG	<330	<330	<330
4-METHYLPHENOL	UG/KG	<330	<330	<330
2-METHYLPHENOL	UG/KG	<330	<330	<330
2-NITROPHENOL	UG/KG	<1600	<1600	<1600
2,4-DIMETHYLPHENOL	UG/KG	<330	<330	<330
2,4-DICHLOROPHENOL	UG/KG	<330	<330	<330
4-CHLORO-3-METHYLPHENOL	UG/KG	<330	<330	<330
2,4,6-TRICHLOROPHENOL	UG/KG	<330	<330	<330
2,4,5-TRICHLOROPHENOL	UG/KG	<1600	<1600	<1600
2,4-DINITROPHENOL	UG/KG	<1600	<1600	<1600
4-NITROPHENOL	UG/KG	<1600	<1600	<1600
2-METHYL-4,6-DINITROPHENOL	UG/KG	<1600	<1600	<1600
PENTACHLOROPHENOL	UG/KG	<1600	<1600	<1600
BENZOIC ACID	UG/KG	<1600	<1600	<1600
NAPHTHALENE	UG/KG	<330	<330	<330
ACENAPHTHYLENE	UG/KG	<330	<330	<330
ACENAPHTHENE	UG/KG	<330	<330	<330
FLUORENE	UG/KG	<330	<330	<330
PHENANTHRENE	UG/KG	<330	<330	<330
ANTHRACENE	UG/KG	<330	<330	<330
FLUOROANTHENE	UG/KG	<330	<330	<330
PYRENE	UG/KG	<330	<330	<330
BENZO(a)ANTHRACENE	UG/KG	<330	<330	<330
CHRYSENE	UG/KG	<330	<330	<330
BENZO(b)FLUOROANTHENE	UG/KG	<330	<330	<330
BENZO(k)FLUOROANTHENE	UG/KG	<330	<330	<330
BENZO(a)PYRENE	UG/KG	<330	<330	<330
INDENO(1,2,3-cd)PYRENE	UG/KG	<330	<330	<330
DIBENZO(a,h)ANTHRACENE	UG/KG	<330	<330	<330
BENZO(g,h,i)PERYLENE	UG/KG	<330	<330	<330
2-METHYLNAPHTHALENE	UG/KG	<330	<330	<330
2-CHLORONAPHTHALENE	UG/KG	<330	<330	<330

* as received basis

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 James F. Dallmeyer
 Laboratory Director

Sverdrup Corporation

DATE RECEIVED: January 30, 1987

801 N. Eleventh
 St. Louis, MO 63101

JOB #: 10224A/400001

Attn: Mr. Larry Oliver

D/A PROJECT #: 5060.10

Date of Report : March 23, 1987

=====

D/A SAMPLE NUMBER	7030-10	7030-11
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SAMPLE DESCRIPTION	DCG436	DCG537
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Sample Date	2/16/87	2/16/87
Extracted Date	2/9/87	2/9/87
Analysis Date	2/23/87	2/23/87

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PHENOL	UG/KG	<330	97000
2-CHLOROPHENOL	UG/KG	<330	<3300
4-METHYLPHENOL	UG/KG	<330	7600
2-METHYLPHENOL	UG/KG	<330	<3300
2-NITROPHENOL	UG/KG	<1600	<16000
2,4-DIMETHYLPHENOL	UG/KG	<330	<3300
2,4-DICHLOROPHENOL	UG/KG	<330	37000
4-CHLORO-3-METHYLPHENOL	UG/KG	<330	<3300
2,4,6-TRICHLOROPHENOL	UG/KG	<330	<3300
2,4,5-TRICHLOROPHENOL	UG/KG	<1600	<16000
2,4-DINITROPHENOL	UG/KG	<1600	<16000
4-NITROPHENOL	UG/KG	<1600	<16000
2-METHYL-4,6-DINITROPHENOL	UG/KG	<1600	<16000
PENTACHLOROPHENOL	UG/KG	<1600	<16000
BENZOIC ACID	UG/KG	<1600	<16000

NAPHTHALENE	UG/KG	<330	310000
ACENAPHTHYLENE	UG/KG	<330	<3300
ACENAPHTHENE	UG/KG	<330	<3300
FLUORENE	UG/KG	<330	<3300
PHENANTHRENE	UG/KG	<330	20000
ANTHRACENE	UG/KG	<330	<3300
FLUOROANTHENE	UG/KG	<330	<3300
PYRENE	UG/KG	<330	14000
BENZO(a)ANTHRACENE	UG/KG	<330	7400
CHRYSENE	UG/KG	<330	19000
BENZO(b)FLUOROANTHENE	UG/KG	<330	4200
BENZO(k)FLUOROANTHENE	UG/KG	<330	<3300
BENZO(a)PYRENE	UG/KG	<330	6700
INDENO(1,2,3-cd)PYRENE	UG/KG	<330	<3300
DIBENZO(a,h)ANTHRACENE	UG/KG	<330	<3300
BENZO(g,h,i)PERYLENE	UG/KG	<330	<16000
2-METHYLNAPHTHALENE	UG/KG	<330	16000
2-CHLORONAPHTHALENE	UG/KG	<330	<3300

* as received basis

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DA Daily Analytical Laboratories
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 James F. Dallmeyer
 Laboratory Director

Sverdrup Corporation

DATE RECEIVED: January 30, 1987

801 N. Eleventh
 St. Louis, MO. 63101

JOB NO. 10224A/400001

D/A PROJECT #: 5060.10

ATTEN: Mr. Larry Oliver

DATE OF REPORT: April 3, 1987

D/A SAMPLE NUMBER	7030-07	7030-08	7030-09
SAMPLE DESCRIPTION	DCG333	DCGB34	DCG435
Sample Date	1/30/87	1/30/87	1/30/87
Extracted Date	2/9/87	2/9/87	2/9/87
Analysis Date	3/13/87	3/13/87	3/13/87
Alpha-BHC	UG/KG 36+	<8	<8
Beta-BHC	UG/KG <80	<8	<8
Gamma-BHC (Lindane)	UG/KG <8	<8	<8
Delta-BHC	UG/KG <8	<8	<8
Heptachlor	UG/KG <10	<8	<8
Aldrin	UG/KG <8	<8	<8
Heptachlor epoxide	UG/KG <15	<8	<8
Endosulfan I	UG/KG <12	<8	<8
p,p'-DDE	UG/KG <30	<16	<16
Dieldrin	UG/KG <24	<16	<16
Endrin	UG/KG <120	<16	<16
Endosulfan II	UG/KG <60	<16	<16
p,p'-DDD	UG/KG <80	<16	<16
Endrin aldehyde	UG/KG <70	<16	<16
p,p'-DDT	UG/KG <220	<16	<16
Endosulfan sulfate	UG/KG <120	<16	<16
Alpha-chlordane	UG/KG <50	<80	<80
Gamma-chlordane	UG/KG <30	<80	<80
Methoxychlor	UG/KG <550	<80	<80
Toxaphene	UG/KG <80	<80	<80
Arochlor 1016	UG/KG		
Arochlor 1221	UG/KG		
Arochlor 1232	UG/KG		
Arochlor 1242	UG/KG		
Arochlor 1248	UG/KG		
Arochlor 1254	UG/KG		
Arochlor 1260	UG/KG		
PCB's (total)	UG/KG 1600**	<160*	120J**

* PCB total based on Aroclor 1254

** Mix of Aroclors 1254 & 1260

J Estimated conc. below IEPA detection limits

All as received basis

+ second column confirmation.

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DATE RECEIVED: January 30, 1987

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 St. Louis, MO. 63101

JOB NO. 10224A/400001

D/A PROJECT #: 5060.10

ATTEN: Mr. Larry Oliver

DATE OF REPORT: April 3, 1987

D/A SAMPLE NUMBER

7030-10 7030-11

SAMPLE DESCRIPTION

DCG436 DCG537

Sample Date

1/30/87 1/30/87

Extracted Date

2/9/87 2/9/87

Analysis Date

3/16/87 3/16/87

Alpha-BHC	UG/KG	<8	<40
Beta-BHC	UG/KG	<8	<4500
Gamma-BHC (Lindane)	UG/KG	<8	1800+
Delta-BHC	UG/KG	<8	<540
Heptachlor	UG/KG	<8	<480
Aldrin	UG/KG	<8	<170
Heptachlor epoxide	UG/KG	<8	<300
Endosulfan I	UG/KG	<8	<240
p,p'-ODE	UG/KG	<16	<520
Dieldrin	UG/KG	<16	<620
Endrin	UG/KG	<16	<1600
Endosulfan II	UG/KG	<16	<250
p,p'-DDD	UG/KG	<16	<370
Endrin aldehyde	UG/KG	<16	<1000
p,p'-DDT	UG/KG	<16	<3300
Endosulfan sulfate	UG/KG	<16	<2400
Alpha-chlordane	UG/KG	<80	<1000
Gamma-chlordane	UG/KG	<80	<320
Methoxychlor *	UG/KG	<80	<2100
Toxaphene	UG/KG	<80	<80
Arochlor 1016	UG/KG		
Arochlor 1221	UG/KG		
Arochlor 1232	UG/KG		
Arochlor 1242	UG/KG		
Arochlor 1248	UG/KG		
Arochlor 1254	UG/KG		
Arochlor 1260	UG/KG		
PCB's (total)	UG/KG	140J**	21000**

* PCB total based on Aroclor 1254

** Mix of Aroclors 1254 & 1260

J Estimated conc. below IEPA detection limits

All as received basis

+ second column confirmation.